



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **North Syracuse Central School District and North Syracuse Teaching Assistants and Licensed Practical Nurses Unit (2015)**

Employer Name: **North Syracuse Central School District**

Union: **North Syracuse Teaching Assistants and Licensed Practical Nurses Unit**

Local:

Effective Date: **07/01/2015**

Expiration Date: **06/30/2019**

PERB ID Number: **5794**

Unit Size:

Number of Pages: **30**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

## **AGREEMENT**

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT  
(HEREIN CALLED "DISTRICT")  
AND  
THE NORTH SYRACUSE TEACHING ASSISTANTS  
AND  
LICENSED PRACTICAL NURSES' UNIT  
(HEREIN CALLED "ASSOCIATION")

### **PREAMBLE**

WHEREAS, the parties hereto desire to promote harmonious cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding.

## ARTICLE 1

### RECOGNITION BARGAINING UNIT

- 1.1 A. The unit includes all teaching assistants and licensed practical nurses. The unit excludes all substitutes, classes, groups or individual employees not included in this paragraph.
- B. The District agrees to recognize the Association:
- a. as the exclusive representative of employees in the Unit regarding collective negotiations;
  - b. as the representative of employees in the Unit in the settlement of grievances;
- C. The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist, or participate in such a strike.

### BOARD OF EDUCATION

- 1.2 The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.

The Board's policies shall not conflict with any provision of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

Should any such conflicting policy be necessary then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other paragraphs of this Agreement not affected shall continue in full force and effect.

### MANAGEMENT RIGHTS

- 1.3 Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance or arbitration of provisions of this Agreement.

It is agreed that the prior enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated.

The rights of the School District are not all-inclusive, but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entering this Agreement are retained by the School District, except as expressly and specifically abridge, delegated, granted or modified by this Agreement.

Nothing in this Article shall be construed as prohibiting the Association and/or bargaining unit members from providing recommendations, advice, or input to the District on matters relating to the educational system.

### COMPLETE AGREEMENT CLAUSE

- 1.4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall further be incorporated into and considered part of the established policies of both the Board and the Association/Unit. It supersedes any rules, regulations or practices of the Board or Association/Unit which shall be contrary to or inconsistent with its terms.

## **ARTICLE 2**

### DUES DEDUCTION

- 2.1 The District shall, upon receipt of a properly signed membership Dues Deduction Authorization card, deduct said dues and will forward said dues to the North Syracuse Education Association.

The District shall, upon receipt of a properly signed Payroll Deduction Authorization Form, deduct the amount so specified by the employee for deductions to:

- A. CORE Federal Credit Union
- B. United Way
- C. Vote Cope
- D. NYSUT Benefit Trust
- E. Direct Deposit for Paycheck
- F. Tax Deferred Annuities (per Business Office practice)

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3.1 Basic Principles:

- A. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure by a person of his/her choice.
- B. Written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- C. The time limits specified in the Procedure may be changed with respect to a specific grievance by mutual written signed memorandum.
- D. In the event that it is necessary for the President of the Association or the Grievance Chairperson to meet with District representatives to discuss and/or resolve formal grievances, such Association official(s) may be released from his/her assigned duty at the end of his/her students' day provided advanced notice to the official(s) principal is made, and there are no other building-wide or District-wide meetings previously scheduled which the official is required to attend.

#### 3.2 Definitions:

- A. Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
- B. Aggrieved - shall mean an individual or group of unit employees having the same grievance.
- C. Unit President - shall mean the elected president of the bargaining unit.
- D. Representative - shall mean any person designated by the aggrieved as his/her advisor, counsel or to act on his/her behalf.

### 3.3 Procedures:

#### **Step 1**

- A. The bargaining unit member will discuss orally with his/her immediate supervisor the alleged grievance.
- B. If the grievance is not resolved by the oral discussion, the unit member or his/her association representative will reduce the grievance to writing and present it to the immediate supervisor within ten (10) working days following the occurrence giving rise to the grievance. The immediate supervisor will respond in writing within five (5) working days after receipt of the written grievance.

#### **Step 2**

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party or his/her representative, and presented to the next appropriate higher level of supervision within ten (10) regular workdays following the occurrence giving rise to the grievance. Within five (5) workdays after receipt of the written grievance, this supervisor shall meet with the employee, Unit President or designee and shall, within five (5) workdays after the meeting, provide a written answer to the employee with a copy to the Unit President.

#### **Step 3**

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within three (3) workdays of the receipt of the Step 2 answer. Within ten (10) workdays after the receipt of the grievance, the Superintendent or designee shall meet with the grievant or his/her designee and the Field Representative. A written answer shall be provided by the Superintendent or designee within five (5) workdays of the Step 3 meeting.

Upon mutual agreement of the Association and the District, any grievance affecting the entire unit or bargaining unit members in more than one building may be filed directly to the Superintendent or designee within ten (10) regular workdays following the occurrence giving rise to the grievance.

#### **Step 4**

- A. If the grievance is not resolved in Step 3, the employee with the approval of the Executive Committee of the Association, may, within thirty (30) days from the receipt of the Step 3 answer, submit the grievance to the American Arbitration Association for arbitration in accordance with its voluntary labor arbitration rules.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.

- C. The decision of the arbitrator shall be final and binding on all parties.
- D. Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

## **ARTICLE 4**

### **ASSOCIATION RIGHTS**

- 4.1 The Association shall have the right to post notices at pre-determined locations selected by agreement between the Association and the Building Administration.
- 4.2 The Association will be allowed to use school buildings without cost at reasonable times for its regular business provided that such use will not conflict with previously scheduled school events. Applications for use of buildings will be made in accordance with established procedures.
- 4.3 Effective July 1, 2008, up to twenty (20) days of leave for Association business will be granted, in half or full day units upon advanced notice from the Association to the District. Association attendance at District Steering Committee Meetings and any other District required meetings shall not be charged against Association Business Leave.

### **NEW EMPLOYEES**

- 4.4
  - A. At the time of hire, the District will present to the new employee information on the following:
    - \* contractual agreement
    - \* Section 80-5.6 of the Regulations of the Commissioner of Education
    - \* Health Insurance
    - \* Dental Insurance
    - \* New York State Teachers Retirement System and/or New York State Employee's Retirement System
    - \* Social Security
  - B. Any new employee required by the District to attend an orientation outside the regular workday or work year will be compensated at their hourly rate.

## IN-SERVICE PROGRAMS

- 4.5 A. Representatives of the District and the Association shall meet to discuss and develop in-service courses to be offered.
- B. Effective July 1, 2015, bargaining unit members who have received prior approval from the Associate Superintendent for Teaching and Learning for staff development hours outside the regular workday or work year will be compensated at an hourly rate of \$16.32 up to a maximum of \$244 in 2014-2015, an hourly rate of \$16.85 up to a maximum of \$252 in 2015-2016, an hourly rate of \$17.36 up to a maximum of \$260 in 2016-2017, an hourly rate of \$17.88 up to a maximum of \$268 in 2017-2018 and an hourly rate of \$18.42 up to a maximum of \$276 in 2018-2019.
- C. Bargaining unit members may attend conference and in-service courses offered outside the District during the normal workday with prior approval and shall be paid his/her normal hourly rate for each hour of actual attendance.

## RECONFIGURATION

- 4.6 In the event that the District reconfigures the existing grade alignments and/or programs by the altered use of existing facilities, the District will consult with the President of the bargaining unit relative to transfers.

## STAFF DEVELOPMENT RELEASE TIME

- 4.7 Any bargaining unit member who, on the basis of his/her special knowledge and abilities, is selected by the Superintendent to serve the District on a District-wide basis to work with the District to develop training programs will do so with no loss of any benefits. This appointment will continue on a semester basis.

The bargaining unit member selected will have the right to return to the same position which he/she left. This assignment will not constitute a break in service which would reduce the bargaining unit member's standing on the applicable seniority roster.

## **ARTICLE 5**

### SENIORITY

- 5.1 When qualifications and ability are equal, the principle of seniority shall prevail. District seniority is the length of actual service in the District in the applicable job title covered by this Agreement. An employee who becomes unemployed due to budget cuts or reorganization will maintain, but not accrue, seniority during the "lay-off" period. If rehired as a Teaching Assistant within seven (7) years of "lay-off," seniority will continue from that point; if rehired as a Licensed Practical Nurse within four (4) years of "lay-off," seniority will continue from that point.



## JOB POSTINGS

- 5.2 The District shall post bargaining unit job openings for a period of five (5) workdays. Such posting notices will be sent to the President of the Association as well as appearing on the faculty bulletin boards in all District school buildings indicating:
- A. Description and specifications of opening, including specific classroom assignment, grade level, hours, special skills (e.g. signing ability and technology) types of programs (e.g. blended class, 12:1:1, 1:1) or special assignment (e.g. test center, library, or technology).
  - B. Time limit to apply.

At the conclusion of the posting period, the District shall respond in writing to applicants for transfer within ten (10) working days of the successful candidate being recommended for appointment.

## GENERAL TRANSFERS

- 5.3
- A. At any time, bargaining unit members desiring a change in their assignment or a transfer to another building for which a vacancy has been posted, shall file a written statement of such desire with the Director of Human Resources. The request of the individual will be honored by order of seniority, except in cases of extenuating circumstances agreed to by the District and the Association's President.
  - B. In the event that at any time, a position is excessed from a building, the non-tech TA bargaining unit member with the least district seniority in that building will be displaced first. This bargaining unit member shall be offered available positions based upon district seniority.

## END OF SCHOOL YEAR TRANSFERS FOR THE FOLLOWING SEPTEMBER

- 5.4
- A. In the event a position is excessed from a building, the bargaining unit member with the least District seniority in that building will be displaced first. This bargaining unit member shall be offered available positions based upon District seniority.

Bargaining unit members, whose positions are excessed from a building, but are then re-instated back in said building, prior to the beginning of the school year, shall be called back to such position, before the first day of school.

- B. Bargaining unit members desiring a change in assignment or a transfer to another building for which a vacancy has not been posted, shall file a written statement of such desire with the Executive Director of Diverse Learning and Student Support. The Executive Director of Diverse Learning and Student Support will consult with the Association President or designee(s) for the purpose of facilitating this process. Individual requests will be honored by order of seniority, except in cases of extenuating circumstances agreed to by the District and the Association President.
- C. These provisions shall apply to any teaching assistant vacancies and newly created positions that occur prior to the end of the school year transfer process being completed by the Executive Director of Diverse Learning and Student Support and the Association President.

All subsequent vacancies and newly created positions shall be posted.

Bargaining unit members voluntarily assuming a new assignment as a result of the End of School Year Transfer Process shall not be eligible to bid on any subsequent postings through November 30<sup>th</sup>.

Those bargaining unit members assuming a new assignment as a result of being excessed may bid on any subsequent postings.

#### INVOLUNTARY TRANSFERS

- 5.5 The District retains the right to transfer, reassign, and allocate staff subject to the following procedures:
- A. In the case of a vacancy, volunteers will be sought pursuant to paragraph 5.2.
  - B. When the posting does not produce qualified applicant(s), the District will select, subject to program and fiscal constraints, an employee for transfer.
  - C. Selection will be based upon qualifications, training, and experience. Due consideration will be given to seniority; however, it shall not be the controlling factor.
  - D. Affected employees shall be provided the reasons for their transfer.
  - E. With regard to an employee transferred due to performance, the District shall follow procedures specified in Articles 6.3 and 6.5.

## TECHNOLOGY TEACHING ASSISTANTS

- 5.6 All Technology Teaching Assistant vacancies will be filled using the process detailed below:
- A. All current bargaining unit members interested in a technology teaching assistant position will respond to the internal posting in accordance with Article 5.2 – Job Postings with the following exceptions:
1. All interested candidates will undergo an interview process where they will demonstrate basic technological proficiency in computer component/systems, software and internet skills.
  2. From the pool of all candidates who demonstrate proficiency, the position will be assigned to the member with the highest seniority.
  3. In the event that no internal candidate demonstrates proficiency in the required areas, outside candidates will be considered to fill the position as a Technology Teaching Assistant.

## **ARTICLE 6**

### EVALUATION

- 6.1 The main purpose of an evaluation of a Teaching Assistant is to offer professional support, constructive criticism and suggestions for improving and enriching the work of the Teaching Assistant in order that the student program may be conducted effectively and according to sound educational principles.
- 6.2 All Teaching Assistants will be evaluated annually by the program and/or building administrator. (See Teaching Assistant Evaluation Form – Appendix A) Evaluations shall be completed no later than June 1<sup>st</sup>.
- 6.3 In the event it is determined that a Teaching Assistant's performance is unsatisfactory (#1) or needs improvement (#2), the District shall identify the problem(s) and provide a prescription for improvement which will include a time line. At this point, a Teaching Assistant may request to be evaluated by the Building Principal or Program Director. A standardized teaching assistant teaching improvement form shall be developed by the parties and attached as Appendix B to this agreement.

- 6.4 In the event it is determined that there continues to be areas of concern relative to a teaching assistant's performance after a status meeting occurs the District shall identify the problem(s) and provide a prescription plan for improvement. A prescription plan for improvement shall include:
- specific areas of concern
  - strategies for improvement
  - professional resources
  - timeline for improvement
- 6.5 The act of signing an evaluation form indicates a Teaching Assistant has seen the evaluation and received a copy. Signature does not necessarily indicate agreement with the contents.
- 6.6 A Teaching Assistant may submit a written rebuttal to any evaluation which shall be attached to the evaluation and filed with the evaluation. Such rebuttal must be submitted within five (5) working days of receipt of the evaluation.

## **ARTICLE 7**

### **PERSONNEL FILES**

- 7.1 The personnel file for each bargaining unit member shall be in the District office. The bargaining unit member shall have the right, upon request and with reasonable advance notice, to review and copy the contents of his/her file in the presence of a District designated official. A bargaining unit member shall be entitled to have a personally selected representative accompany him/her during such review. Each bargaining unit member shall receive a copy of all evaluations to be placed in his/her file.

## **ARTICLE 8**

### **ABSENCE AND LEAVES**

- 8.1 A. Bargaining unit members will be granted twelve (12) paid leave days a year to be used for their personal illness and/or family death or illness. These leave days will accumulate to 250.
- B. Unpaid family leaves of absence beyond that available under the above paragraph shall be granted in accordance with the Family and Medical Leave Act (FMLA) and any District policy(ies) concerning the FMLA.

## PERSONAL LEAVE

- 8.2 In addition to days for illness/bereavement, three (3) days of paid leave shall be allowed each bargaining unit member per year, provided that reasonable written notice be given to the building administrator. One (1) of the three (3) days may not be used to extend a holiday or a recess. Should the number of such notices for any one (1) building for any one (1) day indicate a lack of sufficient personnel to conduct the educational program, then the Superintendent (or designee) shall review the situation and use his/her discretion to remedy the problem. Any unused personal days will be converted to paid illness/bereavement leave days.

## LEAVE OF ABSENCE

- 8.3 A. The District shall grant at its discretion Leaves without pay not to exceed thirty (30) calendar days to employees, who have completed at least three (3) years of service, for valid emergency personal reasons. Two extensions not to exceed thirty (30) calendar days each may be granted providing the original reason still exists and the Leave procedure is followed.
- B. Additional extensions may be granted up to one (1) year from the beginning of the initial leave. Seniority shall not accumulate during such additional extensions.
- C. Requests for Leaves shall be submitted as far in advance as possible in writing to the Director of Human Resources with a copy to the immediate supervisor and shall state:
1. reasons for Leave;
  2. dates expected for beginning and termination of the Leave.
- D. While on Leave an employee shall continue to maintain and accumulate seniority up to a maximum of ninety (90) calendar days. It is expressly understood that should an employee be serving his/her probationary appointment at the time of such leave, the time on unpaid leave shall extend the probationary period by the same length of time.
- E. When an employee returns from leave, he/she shall be employed in the position, if such position is still in existence, he/she was performing when the leave began, providing he/she has the seniority to maintain the position and the ability to perform such duties. Should the leave extend beyond ninety (90) days, or should the position no longer be existing at the time of the employee's return, the District shall review the circumstances surrounding the leave, and it shall be at the District's discretion as to the position the employee may return to following the leave.

- F. An employee who fails to return to work within three (3) workdays after the expiration of his/her Leave shall have his/her employment and seniority terminated.
- G. Employees who accept other employment or engage in other business activities while on leave shall have their employment and seniority terminated.

#### TEMPORARY DISABILITY

- 8.4 Bargaining unit members are entitled to paid temporary disability leave with proper medical authorization utilizing accrued illness/bereavement and personal leave time. Bargaining Unit members will provide, upon District request, a physician's statement justifying said leave. The District may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated in the same manner as any other temporary disability.

#### CHILD REARING LEAVE

- 8.5 Child Rearing Leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.
  - A. The bargaining unit member must apply for the leave within six (6) weeks after the birth or adoption of a child.
  - B. The leave shall be granted for any portion of the remainder of the ten-month school year. A one-year extended leave may be granted upon written application to the Director of Human Resources by May 1. The total length of a leave of absence without pay shall not exceed two (2) years.
  - C. There shall be no sick leave compensation during the child rearing leave.

#### JURY DUTY

- 8.6
  - A. Each employee shall be granted Leave with full pay for the period necessary in order to perform Jury Duty. Such absences shall not be deducted from any other Leave of Absence. Should the employee be released from Jury Duty early in the day, he/she shall report back to school, providing there is ample time in the workday to do so.
  - B. Bargaining unit members who are "on call" for Jury Duty are expected to report for work. The district will make them immediately available, if requested by the Commissioner of Jurors.
  - C. "On call" shall be defined as a day when a bargaining unit member is required to be available for, but not report for jury duty.

## EDUCATIONAL LEAVE OF ABSENCE

- 8.7     A.     A full-time bargaining unit member may be granted an Educational Leave of Absence without pay for up to one (1) year for the purpose of job improvement through additional education upon written application to and approval of the Superintendent and the Board of Education. Such an educational leave may be extended for one (1) additional year at the discretion of the Superintendent or Assistant Superintendent for Human Resources.
- B.     To be eligible for such leave, the applicant must have completed three (3) years of employment in the District in the bargaining unit.
- C.     A written application stating the purpose of the leave along with evidence of matriculation must be submitted to the Assistant Superintendent for Human Resources by May 1 for any portion of the fall semester or by November 15 for any portion of the spring semester preceding the effective date of the leave. As a condition of the leave, the applicant must enroll in a full-time program.

## LEAVES FOR PROFESSIONAL ASSOCIATION OFFICERS

- 8.8     A.     Leaves for Professional Association Officers - one (1) bargaining unit member designated by the association will upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in local, state or national association activities. Upon return from this leave, such bargaining unit member will have his/her base salary at the time he/she left increased by the percentage applied in the year he/she returns and will regain all accumulated benefits which had accrued to him/her prior to such leave.
- B.     All requests and grants of extensions or renewals of leaves will be in writing through the Office of Human Resources.
- C.     All benefits to which a bargaining unit member was entitled at the time of receiving a leave of absence, including unused accumulated illness/ bereavement leave and family leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- D.     Return from any leave of an unspecified length, excluding illness/ bereavement leave shall commence no later than the beginning of the marking period after the request to return, provided that at least thirty (30) day's notice is given. Employees on leave of a specified length may not return before the expiration of the leave, without the approval of the District.

## ONCE IN A LIFETIME LEAVE

- 8.9 A. Unpaid leaves for reasons deemed sufficient by the district will be defined as a “once in a lifetime” occurrence. The granting of such a leave under these conditions is limited to one (1) per lifetime for each bargaining unit member. A bargaining unit member will not accumulate additional leave days or benefits during any unpaid leaves of absence.
- B. For any further unpaid special need leave beyond the “once in a lifetime,” the bargaining unit member will submit such request in writing to the Assistant Superintendent for Human Resources. A committee, comprised of two (2) members appointed by the Associate president and two (2) appointed by the Superintendent shall be established to consider such requests. This committee will, among other criteria, consider in their deliberations; (1) length of service; (2) other leaves taken; and/or (3) educational value. Three (3) or more members of the leave committee must be in agreement if the request is to be granted or denied. In the event that a consensus of three (3) cannot be reached by this committee, the final decision rests with the Superintendent.
- C. Once in a lifetime leaves will not be used to extend other types of leaves such as child rearing, education, and personal leaves for an extended period of time.

## **ARTICLE 9**

### INSURANCE

This District shall provide members of the unit health, dental, optical and life insurance that is same in coverage and according to the same contribution rates provided by the District to its teachers. Any change in the contribution rates of the teacher’s insurance shall be applicable to the members of this bargaining unit, on the same effective date as the teachers.

## **ARTICLE 10**

### RETIREMENT

- 10.1 Teaching Assistants are covered by the District under the New York State Teachers' Retirement System. Membership in such system shall be mandatory for full-time employees working six hours or more and voluntary for any employee working less than full time.
- 10.2 Licensed Practical Nurses are covered by the District under the New York State Employees Retirement System. Membership in such system shall be mandatory for full-time employees working six hours or more and voluntary for any employee working less than full time.



- 10.3 Any bargaining unit member who qualified to receive retirement benefits through the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS) and who files an irrevocable letter of resignation with the superintendent or his/her designees no later than February 1<sup>st</sup>, will be eligible for pay for each unused sick leave day at retirement, up to a maximum of two hundred and fifty (250) days as noted in the following table:

0-75 days	\$45 per day
76-125 days	\$50 per day
126-250 days	\$55 per day

Those planning to retire on a date other than the end of the school year, must notify the District five (5) months prior to the anticipated date of retirement. Unit members who fail to meet the requirements or deadlines, will forfeit their right to receive a retirement incentive payment. Upon the Union's recommendation and at the District's discretion, the five (5) month requirement may be waived, in case of serious illness or other life changing events.

- 10.4 The District and Association agree that the Retirement Incentive Payment specified in Article 10 of the Agreement will become a non-elective employer contribution to a 403(b) plan of the unit member's choosing. The contribution will be in accordance with Internal Revenue Code rules and regulations. The contribution will be available to all unit members eligible as specified in Article 10.3 of the Agreement. The contribution will be remitted within thirty (30) days of the unit member's retirement date.

In the event that a unit member participates in this retirement incentive contribution and such contribution exceeds acceptable contribution limits as specified in Internal Revenue Code rules and regulations, the District agrees to pay any excess over the limits as compensation to the unit member. This payment will be made to the unit member within thirty (30) days of the unit member's retirement date.

For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution to the 403(b) will be reported as non-regular compensation to the NYSTRS. Any contribution exceeding the 403(b) limits will be reported as non-regular compensation to the NYSTRS.

## **ARTICLE 11**

### **CALENDAR**

### **WORKDAY**

- 11.1 A. The length of an employee's workday shall be set by the District based on the employee's job assignment and the employee shall be so advised at the beginning of each school year.

- B. All bargaining unit members working six (6) or more hours per day shall receive a 30-minute uninterrupted duty-free paid lunch scheduled during the building lunch period, except in cases of emergencies.

To leave the building during lunch, bargaining unit members must receive permission from administration and comply with the building sign out/sign in procedures.

- C. Any bargaining unit member asked by his/her administrative supervisor to perform duties beyond his/her normal working day will be compensated for time worked at his/her hourly rate. Duties performed in accordance with Article 15.2 of this Agreement are excluded from this provision.
- D. All bargaining unit members shall be scheduled for a continuous fifteen (15) minute break each day.

#### WORK YEAR

- 11.2 Bargaining unit members will work the same days as teachers. These days shall be determined by the school calendar set by the District.

#### HOLIDAYS

- 11.3 A. To be eligible for holiday pay, a bargaining unit member must be on a paid employment status the regularly scheduled workday before and workday after the holiday. Paid employment status shall include all paid leaves of absence. Paid holidays shall be conducted as days worked.
- B. Paid holidays shall be as follows:

Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Day before Christmas or day after Christmas	

If there are two (2) or more unused emergency closing days by April 15<sup>th</sup>, one (1) of those days shall be added to the Memorial Day holiday.

## SCHOOL CLOSINGS

- 11.4 A. Whenever schools are closed upon the advice of Public Health Authorities, or by reason of inclement weather, bargaining unit members will be excused from all duties without loss of pay or leave and will not be required to return to duty until school is reopened for pupil attendance.
- B. When the opening of school is delayed, the reporting time for bargaining unit members will automatically be adjusted by the length of the delay without loss of pay.
- C. In the case of an early dismissal, bargaining unit members may leave the building without loss of pay. Should it become necessary, to insure student safety and supervision, the building administrator will first solicit volunteers, or if there are an insufficient number of volunteers in the building administrator's judgment, then he/she may assign an appropriate number of staff on a rotating basis to supervise such late bus rooms as may be necessary.

## **ARTICLE 12**

### TENURE

- 12.1 Teaching Assistants employed for the same days teachers are required to work, and who are regularly paid for six (6) or more hours per day, shall be eligible for probationary and tenure appointment in accordance with applicable provisions of the New York State Education Law.

## **ARTICLE 13**

### HEALTH AND SAFETY

- 13.1 The District shall continue to make reasonable provisions for the health and safety of bargaining unit members during the hours of their employment.
- 13.2 Whenever a bargaining unit member is absent from work as a result of personal injury caused by an accident or an assault occurring in the course of the unit member's employment, the unit member will receive his/her salary for a limited period of time. If the absence is continuous, the period of time will be one (1) calendar year beginning with the first day of absence. If the absence is broken one or more times by the unit member's return to work (non-continuous), the period of time will be two hundred (200) accumulated workdays of absence beginning with the first day of absence. Any Workers' Compensation award made to the unit member during either a continuous or non-continuous absence shall be made payable to the District by the unit member. No absence during either a continuous leave of one (1) year or less, or a non-continuous leave of two hundred (200) workdays or less will be charged to the unit member's personal illness and/or family death or illness days.

- 13.3 At the end of the limited periods of time indicated in 13.2 above, associated with a continuous or non-continuous absence, the unit member will elect in writing to the District only one of the following options (a) or (b):
- A. The unit member may elect to receive only the Worker's Compensation award for the remainder of the absence beyond the limit period of time, or
  - B. The unit member may elect to use all or part of his/her accumulated illness/ bereavement days for the remainder of the absence beyond either period of time specified in paragraph 13.2. Any Worker's Compensation award made to the unit member during this period of time shall be made payable to the District by the unit member. The total of the Worker's Compensation award made during the use of personal illness and/or family death or illness days will be converted to additional personal illness and/or family death or illness days and the conversion will be on an hourly basis rounded to the nearest half-day. This will be a one-time conversion and will occur when either the unit member returns to work or his/her personal illness and/or family death or illness days are exhausted.
- 13.4 When all personal illness and/or family death or illness days are exhausted, the only compensation to which the unit member is entitled is the award made by the Workers' Compensation Board to the unit member.
- 13.5 FMLA benefits are not diminished during leaves covered by Workers' Compensation.

## **ARTICLE 14**

### **SUMMER SCHOOL**

- 14.1 Members of the bargaining unit will be hired for summer school positions first by summer school seniority and second by District wide seniority in the bargaining unit prior to other employees from the District and from outside the District.
- 14.2 Summer employment will be voluntary. Should there be multiple requests for one position, the assignment will go to the qualified person with the most summer school seniority. Bargaining unit members may skip a summer of employment without loss of seniority for the following reasons:
- A. Post-Secondary Education towards a degree that is concurrent with the summer school program.
  - B. Emergency medical reasons upon request at the discretion of the District.
- 14.3 Teaching assistants shall work the same scheduled hours as their assigned teacher.

- 14.4 Should there be a death in the immediate family during summer school, the bargaining unit member may draw up to five (5) days for each death from their accumulated illness/bereavement days.
- 14.5 The District will post all full and part-time bargaining unit positions, including computer and technology for K-6, Early Education, Secondary and Special Education Summer Schools, including approximate number of hours for positions.

The bargaining unit member will indicate in their letter(s) of application their preference and list other District programs for which they have applied, if any.

Insofar as possible, the District will take into consideration the preference.

- 14.6 For the Community Based Program, all work sites will be determined prior to the first day of summer school. All job coaches will be trained prior to the first instructional day of summer school.
- 14.7 When Licensed Practical Nurses are employed during July and August, the District will guarantee a minimum of four (4) hours work per occasion at the salary rate then in effect.
- 14.8 In the absence of the District placing a substitute teacher in the classroom, any Teaching Assistant(s) designated by the District to act as a substitute teacher will be paid:

\$16.41 for one-half day and \$32.80 for a full day for the 2015-16 school year  
 \$16.90 for one-half day and \$33.78 for a full day for the 2016-17 school year  
 \$17.41 for one-half day and \$34.79 for a full day for the 2017-18 school year  
 \$17.93 for one-half day and \$35.83 for a full day for the 2018-19 school year

## **ARTICLE 15**

### **COMPENSATION**

#### **15.1 A. TEACHING ASSISTANTS**

<u>Levels</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Hiring Rate (0-2 years)	\$17.58	\$18.11	\$18.65	\$19.21
Job Rate (3-6 years)	\$18.75	\$19.31	\$19.89	\$20.49
Longevity Rate (7-15 years)	\$20.43	\$21.04	\$21.67	\$22.32
Longevity Rate (after 15 years)	\$21.30	\$21.94	\$22.60	\$23.28
Longevity Rate (after 20 years)	\$21.49	\$22.14	\$22.81	\$23.50

*Includes \$225.00 longevity stipend effective July 1, 2012*

B. **LICENSED PRACTICAL NURSES**

<u>Levels</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Hiring Rate (0-2 years)	\$17.58	\$18.11	\$18.65	\$19.21
Job Rate (3-6 years)	\$18.75	\$19.31	\$19.89	\$20.49
Longevity Rate (7-15 years)	\$20.43	\$21.04	\$21.67	\$22.32
Longevity Rate (after 15 years)	\$21.30	\$21.94	\$22.60	\$23.28
Longevity Rate (after 20 years)	\$21.49	\$22.14	\$22.81	\$23.50

*Includes \$225.00 longevity stipend effective July 1, 2012*

- C. Wage increases shall be retroactive to July 1, 2015.
- D. Wage increases shall be effective as of July 1 of each school year.
- E. An hourly rate differential shall be added to the Bargaining Unit Member's base hourly rate non-cumulative for approved college credit hours for all certified Teaching Assistants. The rate differential is as follows:

Credit Hours

<u>Hours</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
6	\$.27	\$.28	\$.29	\$.30
12	\$.31	\$.32	\$.33	\$.34
18	\$.34	\$.35	\$.36	\$.37
24	\$.38	\$.39	\$.40	\$.41
30	\$.44	\$.45	\$.46	\$.48
36	\$.54	\$.56	\$.58	\$.60
42	\$.58	\$.60	\$.62	\$.64
54	\$.61	\$.63	\$.65	\$.67
58	\$.65	\$.67	\$.69	\$.71
60	\$.72	\$.74	\$.77	\$.78
66	\$.80	\$.83	\$.85	\$.88
72	\$.87	\$.90	\$.93	\$.96

F. Degree Stipends

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Associates Degree	\$102.00	\$105.00	\$108.00	\$112.00
Bachelor's Degree	\$168.00	\$173.00	\$179.00	\$184.00

The above stipends will be added each year to the gross salary.

- G. Effective July 1, 2012, \$225.00 longevity stipend, rolled into base salary, after completion of 20 years of service to the District.

- H. Bargaining unit members will have their hourly rate converted to a salary for the school year and will be paid in equal checks throughout the year.
- I. A bargaining unit member may select 21 or 26 paychecks. Request for change from their current status must be submitted in writing by the bargaining unit member to the Business Office by August 15<sup>th</sup> of each school year.

### SUBSTITUTE TEACHING COMPENSATION

- 15.2 A. The District will make every effort to hire qualified certified teachers. In the absence of the District placing a substitute teacher in the classroom, any Teaching Assistant(s) designated by the District to act as a substitute teacher will be paid

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Half Day	\$16.41	\$16.90	\$17.41	\$17.93
Full Day	\$32.80	\$33.78	\$34.79	\$35.83

- B. In the event that the District knows from day one that the length of the substituting will exceed thirty (30) days, the designated Teaching Assistant will be paid 1/200th of the starting teacher salary from the first day of the assignment provided such Teaching Assistant may be employed pursuant to applicable provisions of law.
- C. If a short-term assignment becomes long-term and exceeds thirty (30) days, the designated Teaching Assistant will be paid 1/200th of the starting teacher salary retroactively to the start of the assignment, provided such Teaching Assistant may be employed pursuant to applicable provisions of law.

### EVENING ASSIGNMENTS

- 15.3 Teaching Assistants may be required to attend up to four (4) evening assignments or meetings during any school year. The first two (2) assignments or meetings shall be without additional compensation. For any additional required assignments or meetings up to a maximum of four (4), Teaching Assistants shall be compensated at their hourly rate of pay, up to a maximum of two and one-half (2½) hours per assignment or meeting.

## **ARTICLE 16**

### ADMINISTRATION OF AGREEMENT SAVINGS CLAUSE

- 16.1 If any provision of this Agreement to any employee or group of employees shall be found contrary to law, then such provision applicable shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

DURATION

- 16.2 This agreement shall become effective July 1, 2015, and shall remain in full force and effect until midnight, June 30, 2019.

TAYLOR LAW AMENDMENT

- 16.3 204-a "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT

TEACHING ASSISTANTS

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Unit President

Date \_\_\_\_\_

Date \_\_\_\_\_

(Seal)

Attest \_\_\_\_\_  
Clerk



**APPENDIX A**  
**NORTH SYRACUSE CENTRAL SCHOOL DISTRICT**  
**TEACHING ASSISTANT ANNUAL EVALUATION FORM**

NAME \_\_\_\_\_ School Year \_\_\_\_\_

BUILDING \_\_\_\_\_

ASSIGNMENT AREA \_\_\_\_\_

Date: \_\_\_\_\_ Program Expectations Discussed (on back)

Date: \_\_\_\_\_ Follow-up Meeting (on back)

**ADMINISTRATOR EVALUATION**

<b><u>EVALUATION AREAS</u></b>	<b><u>END OF YEAR EVALUATION</u></b>
<b>Professional Characteristics:</b> <ul style="list-style-type: none"> <li>♦ Is dependable, reliable and conscientious</li> <li>♦ Maintains confidentiality regarding student data and program</li> <li>♦ Works effectively with teacher(s) and staff</li> <li>♦ Interacts appropriately with parents</li> </ul>	
<b>Rapport/Interaction w/Students:</b> <ul style="list-style-type: none"> <li>♦ Maintains positive attitude and high expectations for student performance</li> <li>♦ Interacts effectively with students to meet their needs</li> <li>♦ Demonstrates initiative and flexibility in meeting students' needs</li> </ul>	
<b>Communication Skills:</b> <ul style="list-style-type: none"> <li>♦ Communicates with staff, students and others in a professional manner</li> <li>♦ Seeks direction in resolving student management and/or instructional problems</li> <li>♦ Understands district/building/classroom procedures and instructional duties</li> </ul>	
<b>Professional Growth:</b> <ul style="list-style-type: none"> <li>♦ Continues to improve skills and capabilities</li> <li>♦ Other:</li> </ul>	

Prescription plan for improvement needed: (Check only if needed) ☐ Yes  
 Optional – Teacher may attach a statement.

\_\_\_\_\_  
 Teaching Assistant Signature\*

\_\_\_\_\_  
 Date of Year End Evaluation

\_\_\_\_\_  
 Administrator Signature

\_\_\_\_\_  
 Date of Year End Evaluation

*\*The teaching assistants' signature to this form does not necessarily indicate that he/she agrees with its content.*

Original: Human Resources Copies: Administrator, Teaching Assistant

### To Complete Teaching Assistant Evaluation Form:

1. Building Administrators will distribute teaching assistant evaluation form to teaching assistants at the beginning of the school year.
2. Teaching assistants will initiate discussion with the teacher(s) to whom they are assigned regarding teacher expectations for the school year.
3. Teaching assistants will record the data that program expectations are discussed and return the form to the building administrator by October 1.
4. At any point during the year a follow-up meeting may be held at the request of the teaching assistant, teacher(s), and/or administrator. The purpose of this meeting could be one or more of the following:
  - 1) change of assignment or program
  - 2) to provide positive comments or feedback
  - 3) to review expectationsIf a follow-up meeting occurs, the date should be recorded on the form, and notes may be recorded.
5. By June 1<sup>st</sup>, the building administrator will meet with the teaching assistant to complete the end of the year evaluation. General overall comments will be made in each of the four evaluation areas.

### Teaching Assistant Program Collaboration

- Objectives:**
- To initiate communication
  - To promote teamwork
  - To provide an opportunity for each team member to discuss program goals and expectations

**Suggested Collaboration topics:**

- Level of assistance to student(s) classroom participation
- Discipline procedures
- Student IEPs
- Behavior plans
- Other responsibilities

**Discussion Date** \_\_\_\_\_

**Present at Meeting** \_\_\_\_\_

**Notes**

\_\_\_\_\_

**Follow Up Date** \_\_\_\_\_

**Present at Meeting** \_\_\_\_\_

**Notes**

\_\_\_\_\_

# CONTRACTUAL AGREEMENT

BETWEEN  
NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

AND

THE NORTH SYRACUSE TEACHING ASSISTANTS

AND

LICENSED PRACTICAL NURSES' UNIT

July 1, 2015 – June 30, 2019

## **INDEX**

Absence and Leaves .....	11
Administration of Agreement.....	22
Agreement Clause .....	1
Association Rights.....	6
Board of Education.....	2
Calendar.....	16
Child Rearing Leave.....	13
Compensation .....	20
Disability .....	13
Dues Deduction .....	3
Duration.....	23
Educational Leave of Absence .....	14
End of Year Transfers .....	8
Evaluation Form .....	24
Evaluation.....	10
Evening Assignments .....	22
General Transfers .....	8
Grievance Procedure .....	4
Health and Safety.....	18
Holidays.....	17
In-Service Programs .....	7
Insurance.....	15
Involuntary Transfers.....	9
Jury Duty .....	13
Leave of Absence .....	12
Leaves for Professional Association Officers .....	14
Licensed Practical Nurses Compensation.....	21
Longevity Stipend.....	21
Lunch.....	17

Management Rights.....	2
New Employees.....	6
Personal Leave.....	12
Personnel Files .....	11
Postings .....	8
Recognition .....	2
Reconfiguration .....	7
Retirees Insurance.....	15
Retirement .....	15
Saving Clause .....	22
School Closings .....	18
Seniority .....	7
Staff Development.....	7
Substitute Teaching Compensation .....	22
Summer School .....	19
Taylor Law .....	23
Teaching Assistants Compensation.....	20
Temporary Disability.....	13
Tenure.....	18
Workday .....	16
Work Year .....	17

## **TABLE OF CONTENTS**

AGREEMENT .....	1
PREAMBLE .....	1
ARTICLE 1     Recognition Bargaining Unit.....	2
Board of Education.....	2
Management Rights.....	2
Complete Agreement Clause.....	3
ARTICLE 2     Dues Deduction .....	3
ARTICLE 3     Grievance Procedure .....	4
ARTICLE 4     Association Rights.....	6
New Employees.....	6
In-Service Programs .....	7
Reconfiguration .....	7
Staff Development Release Time.....	7
ARTICLE 5     Seniority .....	7
Job Posting .....	8
General Transfers .....	8
End of School Year Transfers for the Following September .....	8
Involuntary Transfers.....	9
Technology Teaching Assistants .....	10
ARTICLE 6     Evaluation .....	10
ARTICLE 7     Personnel Files .....	11
ARTICLE 8     Absences and Leaves.....	11
Personal Leave.....	12
Leave of Absence .....	12
Temporary Disability.....	13
Child Rearing Leave.....	13
Jury Duty .....	13
Educational Leave of Absence .....	14
Leaves for Professional Association Officers .....	14

## **TABLE OF CONTENTS (continued)**

ARTICLE 9	Insurance.....	15
ARTICLE 10	Retirement .....	15
ARTICLE 11	Calendar.....	16
	Workday .....	16
	Work Year .....	17
	Holidays.....	17
	School Closings .....	18
ARTICLE 12	Tenure.....	18
ARTICLE 13	Health and Safety.....	18
ARTICLE 14	Summer School .....	19
ARTICLE 15	Compensation.....	20
	Teaching Assistants .....	20
	Licensed Practical Nurses.....	21
	Substitute Teaching Compensation .....	22
	Evening Assignments .....	22
ARTICLE 16	Administration of Agreement.....	22
	Savings Clause .....	22
	Duration.....	23
	Taylor Law Amendment.....	23
APPENDIX A	Evaluation Form .....	24